

**IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
EL PASO DIVISION**

BARBARA SILVA,

Plaintiff,

v.

**LENDVIA, LLC, a California Limited
Liability Company,**

Defendant.

§
§
§
§
§
§
§
§
§

CASE NO. 3:24-cv-00155-KC

DEFENDANT LENDVIA, LLC’S RULE 26(a) INITIAL DISCLOSURES

TO: Plaintiff Barbara Silva, *pro se*, 8749 Coloma Cir., El Paso, Texas 79907.

Pursuant to Rule 26(a)(1)(A) of the Federal Rules of Civil Procedure, Defendant Lendvia, LLC (“Defendant”) makes the following initial disclosures. Defendant makes its disclosures without the benefit of discovery and reserves the right to amend its disclosures to supplement or add additional witnesses, documents, and damages. This disclosure does not include the names of any potential experts retained by Defendant, which will be disclosed as may be appropriate pursuant to Federal Rule of Civil Procedure 26(a)(2) at times provided by that Rule or by order of the Court.

i. The name and, if known, the address and telephone number of each individual likely to have discoverable information—along with the subjects of that information—that the disclosing party may use to support its claims or defenses unless the use would be solely for impeachment:

1. Representative of Lendvia, LLC
c/o Gunnar P. Seaquist
Sara Labashosky
Bickerstaff Heath Delgado Acosta, LLP
221 N. Kansas Street, Suite 700
El Paso, Texas 79901
Telephone: (915) 533-1810

A representative of Lendvia, LLC will have information regarding Lendvia LLC's telephone calling procedures, compliance with the Telephone Consumer Protection Act, 47 U.S.C. § 227, compliance with the Texas Business & Commerce Code § 302.001 et seq., and telephone calls, if any, made to Plaintiff. A representative for Lendvia, LLC will also serve as an authenticating and foundational witness.

2. Representative of Verified Consent

A representative of Verified Consent will have information regarding Lendvia, LLC's collection of clickwrap agreements establishing the consent of consumers to be contacted by Lendvia, LLC. A representative of Verified Consent will also serve as an authenticating and foundational witness.

In addition to the foregoing, and without conceding the relevance or personal knowledge thereof, Defendant discloses by reference, as individuals who may have discoverable information in this action, any and all individuals identified by Plaintiff in her initial disclosures, as may be amended or supplemented throughout this litigation, and any individuals identified or disclosed in documents produced by the parties to this lawsuit or in oral testimony at any deposition or hearing in this matter.

Defendant may supplement these disclosures throughout the litigation of this case in accordance with the Federal Rule of Civil Procedure.

ii. A copy of—or a description by category and location—of all the documents, electronically stored information, and tangible things that the disclosing party has in its possession, custody, or control and may use to support its claims or defenses, unless the use would be solely for impeachment.

1. Lendvia, LLC's telephone records.
2. The clickwrap agreement entered into by Plaintiff in which she consented to be contacted by Lendvia, LLC.
3. Lendvia LLC's policies and procedures for complying with the Telephone Consumer Protection Act, 47 U.S.C. § 227.

The foregoing list is preliminary and is subject to change. Discovery in this case is ongoing, as is Defendant's identification and collection of documents in support of its defenses. Defendant reserves the right to amend or supplement this response as additional information is revealed through discovery.

iii. A computation of each category of damages claimed by the disclosing party—who must also make available for inspection and copying as under Rule 34 the documents or other evidentiary material, unless privileged or protected from disclosure, on which each computation is based, including materials bearing on the nature and extent of injuries suffered.

Not applicable.

- iv. **For inspection and copying as under Rule 34, any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment.**

None.

Respectfully submitted,

BICKERSTAFF HEATH
DELGADO ACOSTA, LLP
221 N. Kansas Street, Suite 700
El Paso, Texas 79901
Telephone: (915) 533-1810
Facsimile: (915) 533-1841

By: /s/ Gunnar P. Seaquist
Gunnar P. Seaquist
State Bar No: 24043358
gseaquist@bickerstaff.com
Sara Labashosky
State Bar No. 24129467
slabashosky@bickerstaff.com

Attorneys for Defendant Lendvia, LLC

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been sent electronically via the Court's CM/ECF system on February 7, 2025, to the following:

Barbara Silva
8749 Coloma Cir.
El Paso, Texas 79907
Telephone: (915) 887-8790
Email: bbrios259@gmail.com

Plaintiff, *pro se*

/s/ Gunnar P. Seaquist
Gunnar P. Seaquist